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Contract Database Metadata Elements

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AGREEMENT

between

THE PORT WASHINGTON UNION FREE SCHOOL DISTRICT
Town of North Hempstead, Nassau County
Port Washington, New York

and

THE PORT WASHINGTON TEACHERS ASSOCIATION

covering

SUBSTITUTE TEACHERS

July 1, 2006 – June 30, 2010

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

124

RECOGNITION

Under this agreement, made and entered into this 17th day of January by and between the Port Washington Union Free School District, Town of North Hempstead, Nassau County, Port Washington, New York (hereinafter referred to as the "District") and the Port Washington Teachers Association (hereinafter referred to as the "Association") the Board hereby recognizes the Association as the exclusive bargaining agent for per diem substitute teachers.

It is further understood that those who have not received "reasonable assurance" and are employed by the District are covered by the same terms and conditions of the contract. However, "reasonable assurance" shall not be deemed a term and condition of employment.

DEFINITIONS

The Port Washington Union Free School District hereinafter shall be referred to as the "District."

The Substitute Chapter of the Port Washington Teachers Association shall be known as the "Association."

The term "substitute teacher" shall mean a member of the bargaining unit.

The term "select substitute" shall be a member of the bargaining unit who has served as a substitute teacher for a minimum of 90 school days in a previous school year.

I. ASSOCIATION RIGHTS

A. Dues Deduction

The District agrees to deduct from the salaries of unit members dues on a bi-monthly basis, for the Association, State and National affiliates as said members individually and voluntarily authorize such deductions provided that unit members currently assigned by the District submit dues authorization forms.

The Association shall certify to the District, in writing, the current rate of its membership dues. Should the Association change the rate of its membership dues, it shall give the Board thirty days notice prior to the effective date of the change.

The District shall, following each pay period for which dues deduction is made, transmit the amount so deducted to the treasurer of the Association.

B. Grievance Procedure

The District and the Association agree to follow the provisions of the Grievance Procedure outlined in Appendix A.

C. Lists and Calling Procedures

Each year a list of district authorized substitute teachers will be provided to the Association by September 30. Thereafter, the Association will be notified promptly of changes to the list.

The Association will be provided with copies of all procedures, guidelines, and lists used in the calling of substitute teachers. The Association will be promptly notified of any changes in these procedures and guidelines.

II. SALARY

Effective July 1, 2006, per diem substitute teachers will be paid in accordance with the following schedule:

Service	2006-2007 (3.00%)	2007-2008 (3.25%)	2008-09 (3.25%)	2009-10 (3.25%)
Up to 19 days	\$112	\$116	\$120	\$124
20 to 89 days	\$122	\$125	\$130	\$134
90 or more days	\$128	\$132	\$136	\$141
90 or more days in a previous year	\$132	\$136	\$141	\$145

For the purpose of computation of number of days worked, three hours will count as a full day. The day immediately preceding or following a District holiday or vacation period will count as two days when the holiday results in a break of three or more days.

Substitute teachers shall be placed on the appropriate level of the salary schedule after they occupy a position continuously for more than 20 days during the same school year, and that salary shall then be paid retroactively to the first day of the assignment.

When needed, the District may contract for individual substitute teacher service at a higher rate. The District shall notify the Association of each such instance.

Substitute teachers will be able to attend in-service courses, on a space-available basis, and will be entitled to receive in-service credit for those courses

The District will provide for the direct deposit of pay checks for those substitute teachers who elect it.

III. LEAVES OF ABSENCE

A teacher who has served as a select substitute teacher for a minimum of five consecutive years may request an unpaid leave of absence for a

maximum of one school year. Such a leave must end on June 30. The substitute teacher will maintain select status upon return from such a leave.

IV. NOTIFICATION OF POSITIONS

During the summer, substitute teachers will be notified of teaching vacancies in the District.

V. TERMINATION OF EMPLOYMENT

If a select substitute teacher is to be removed from the substitute list, he/she may request a conference with the Assistant Superintendent to discuss this matter. An Association representative may be present at the meeting. All other substitute teachers will be notified if their names have been removed from the list.

VI. LENGTH OF AGREEMENT

The agreement and each of its provisions shall be effective as of July 1, 2006 and shall continue in full force and effect until June 30, 2010.

GRIEVANCE PROCEDURE

ARTICLE I - POLICY

In order to provide the best possible educational climate and program for the Port Washington School District, and to establish harmonious and effective relationships among those working toward this goal, the purpose of these grievance procedures is to resolve satisfactorily group or individual differences which would tend to unsettle or undermine the effective functioning of the school system. All instructional personnel of the Port Washington School District are guaranteed the right to be heard and to present their grievances in accordance with this plan with freedom from coercion, discrimination, restraint, interference, or reprisal. Decisions shall be rendered judiciously and promptly.

ARTICLE II - DEFINITIONS

1. A grievance shall mean a complaint by an instructional employee that there has been as to her/him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. The term "grievance" shall not

apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or (2) the Board of Education is without authority to act. When a grievance involves an act or condition which affects the Association rather than an individual or group of individuals, the Association may grieve directly at Step 2.

2. The term instructional employee applies to any employee covered by this agreement or to any group of instructional employees having the same grievance.
3. Board shall mean the Board of Education, U.F.S.D., Port Washington, New York.
4. Association shall mean the Substitute Chapter of the Port Washington Teachers Association.
5. Aggrieved party shall mean any instructional employee filing a grievance.
6. The term days shall mean working school days.
7. Superintendent shall mean the Superintendent of Schools or his/her duly authorized representative.

ARTICLE III - PROCEDURAL STAGES

STEP 1 BUILDING PRINCIPAL LEVEL

- A. An instructional employee having a grievance shall discuss it with the building principal with the objective of resolving the matter informally. The aggrieved party may appear alone or he/she may be represented by the Association or by an individual of his/her choice at any and all steps of the grievance process.

The presentation of such a grievance shall take place within thirty (30) days following the act or condition which is the basis of the grievance.

The aggrieved party and the building principal, within five (5) days of presentation of the grievance, shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the grievance.

The building principal shall communicate her/his decision regarding the grievance to the aggrieved party within seven (7) days after the conference.

- B. If the grievance is not resolved informally, it shall be reduced to writing on the proper form and presented to the building principal within seven (7) days of receipt of the informal decision. Within seven (7) days after the written

grievance is presented to him/her, the building principal shall render a decision thereon in writing, a copy of which shall be sent to the aggrieved party, the Association President and the Superintendent.

- C. If the building principal believes that she/he has no jurisdiction in the matter, she/he shall confer with the Superintendent. If the Superintendent agrees that the building principal has no jurisdiction in the matter, Step 2 of this Grievance Procedure shall immediately be initiated.

STEP 2 SUPERINTENDENT LEVEL

If the grievance is not resolved at the Building Principal Level, the aggrieved party may appeal to the Superintendent within seven (7) days after the instructional employee has received the decision of the building principal. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. It shall also state the name of the aggrieved party's representative, if any.

Within ten (10) days of the receipt of the appeal, the Superintendent or her/his duly authorized representative other than the building principal shall meet and confer with the aggrieved party on the grievance with a view to arriving at a mutually satisfactory resolution of the grievance. The aggrieved party and his/her representative, if any, shall be given at least five (5) days notice of the conference and an opportunity to participate. The aggrieved party may appear alone or may be represented by the Association or by an individual of her/his choice. The aggrieved party shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this Agreement.

Notice of the conference shall also be given to the building principal who rendered the decision at Step 1. The building principal may be present at the conference and state her/his views.

Where the aggrieved party is not represented by the Association at this step, the Superintendent shall furnish the Association President with a copy of the appeal from Step 1, together with notice of the date of the conference. In such cases, an Association representative may be present to state the views of the Association concerning the grievance.

The Superintendent of Schools or her/his duly authorized representative shall communicate her/his decision in writing, together with the supporting reasons, to the aggrieved party, her/his representative, and the Association President, within ten (10) days of the conference. The building principal who rendered the decision at Step 1 shall also receive a copy of the decision.

STEP 3 ARBITRATION

A grievance dispute of a select substitute teacher which was not resolved at Step 2 under the grievance procedure may be submitted by the aggrieved party to an

arbitrator for a binding ruling if it involves the application or interpretation of this Agreement. The arbitrator shall have the power only to interpret what the parties to the Agreement intended by the specific clause(s) in the Agreement which is/are at issue. The arbitrator shall have the power to make an award if the grievance is sustained.

It is further understood that the arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, or to issue any award limiting or interfering with the operation of any applicable provision of law or rule or regulation having the force and effect of law, or inconsistent with or contrary to any such provision of law.

The aggrieved party may proceed personally or through the Association or any other representative of his/her choice. Where the aggrieved party is not represented by the Association, the Association may submit its views to the arbitrator.

The proceeding may be initiated by filing with the Superintendent and the American Arbitration Association a notice of arbitration on a form provided by the AAA. The notice shall be filed within ten (10) days after receipt of the decision of the Superintendent under the Grievance Procedure.

The American Arbitration Association shall appoint an arbitrator to be designated by mutual agreement of the parties. If the parties cannot agree after exhausting several lists provided by the American Arbitration Association, that organization will assign an arbitrator to hear the case in question.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the hearings and fees and expenses.

The arbitrator shall issue her/his decision not later than thirty (30) days from the date of the closing of the hearings, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion, conclusions, and awards, if any, as to the issues submitted.

The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as binding by the parties to the dispute when it involves application or interpretation of the Agreement.

The arbitrator's fee will be shared equally by the Association and the Board except in those cases where the aggrieved party wishes to continue with the grievance and the Association does not, in which case the fee shall be shared by the aggrieved party and the Board.

The Association agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the previous decision of an arbitrator.

The District agrees that a decision by an arbitrator will be applied to all instructional employees in similar situations.

ARTICLE IV - GENERAL PRINCIPLES

1. Nothing contained in this Grievance Procedure shall preclude the Association

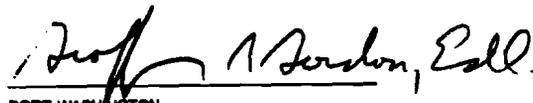
from initiating a grievance or pursuing resolution of a grievance through all procedural stages of the Grievance Procedure. The Association shall not be permitted to institute a grievance unless the aggrieved party consents thereto. However, the Association may continue to pursue a grievance even though the aggrieved party withdraws from the proceedings.

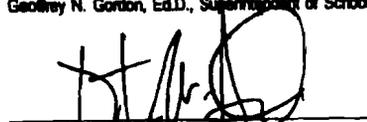
2. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated by the final day.
3. If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred. However, if there is an unavoidable delay at any step, either party shall advise the other party of the reason for the delay and additional necessary time shall be recognized.
4. Nothing contained in this Agreement shall be construed to prevent an instructional employee or the Association from presenting and processing a grievance through the procedures provided.
5. Every instructional employee and the Association has the right to present the grievances in accordance with these procedures.
6. The instructional employee, the Association and the Superintendent have the right at Step 2 and 3 to be represented by legal counsel.
7. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
8. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board, the Administration, or any of the representatives of the Board or the Administration, against the aggrieved party, the Association, or any other participant in the grievance procedure.
9. All grievances shall include the name and position of the aggrieved party, where applicable, the identity of the provisions of the Agreement involved in the said grievance, the time and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
10. Except for informal decisions in Step 1A, all decisions shall be rendered in writing at each step of the Grievance Procedure, setting forth findings of fact, conclusions and supporting reasons. Each decision shall be promptly

transmitted to the instructional employee, his/her representative, the Association President, the building principal or the immediate supervisor, and the Superintendent.

11. All documents, communications and records dealing with the processing of a grievance shall be entered into a master grievance file. The Superintendent shall be responsible for maintaining such a file.
12. Forms for filing grievances, serving notices, taking appeals and making reports and recommendations, and other necessary documents will be jointly developed by the Superintendent or his/her representative and the Association. The Superintendent shall have such forms duplicated and distributed so as to facilitate operation of the grievance procedure.
13. Nothing contained herein will be construed as limiting the right of any instructional employee having a grievance, or the Association to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final.
14. If any provision of the Grievance Procedure or any application thereof to any instructional employee or group of instructional employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
15. All grievances shall be processed as quickly as possible, and every attempt shall be made to exhaust all steps before the end of the school year.


PORT WASHINGTON
TEACHERS ASSOCIATION
Christine Vasilev, President


PORT WASHINGTON
UNION FREE SCHOOL DISTRICT
Geoffrey N. Gordon, Ed.D., Superintendent of Schools


PORT WASHINGTON BOARD OF EDUCATION
Robert Seiden, President